



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Private Bag x 142, Pretoria, 0001, Tel. 012 – 3062000, Facsimile. 012 -323-0340
Corner Paul Kruger & Johannes Ramokhoase Str, Masada, Pretoria

Ref: 6/1/3/4
Enq: Mr. F. Smit / Mr. F Gadivhana

The Manager
.....
.....
.....

BID: LMN 02/2023: RENDERING OF STANDARD CLEANING SERVICES: TO THE DEPARTMENT OF CORRECTIONAL SERVICES: REGIONAL OFFICE: LIMPOPO, MPUMALANGA AND NORTH WEST: MASADA BUILDING PRETORIA FOR THE PERIOD: 24 MONTHS (2 YEARS).

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

You are requested to complete the bid documents and submit it to the address indicated in the SBD 1.

Bidders must take note of the following:

- The closing date of the bid will be at **11h00 on 19 APRIL 2024** and will be valid for a period of hundred and twenty **(120) days** after the closing date.
- Bidders must take note of the compulsory site inspection meeting that will take place on the **9 APRIL 2024 at 10h00 -12H00 (Masada Building) Refer to details on BD 6.1 site inspection form.**
- Bids must be submitted in a sealed envelope. The name and address of the bidder, the bid number and closing date must be indicated on the envelope. The envelope must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**
- Bidders need to acquaint themselves with the contents of the attached **General and Special Conditions of Contract (BD 4.8)** and **Specification and requirements** for the Cleaning Services.
- A Compliance Checklist (BD 26) is provided in the bid document that will assist bidders to adhere to the conditions specified in the bid.

- For Preferential Points Claim in terms of Preferential Procurement Regulation 2022 Bidders must fully complete SBD 6.1 to claim points for Specific Goals and attached relevant documentary proof to support your claim. (Please refer to the **Special Conditions, BD 4.8 paragraph 9.6** for compliance).

Documentation to be submitted to claim points for Specific Goals:

- Women: Signed affidavit (signed off by SAPS) confirming 51% or more woman ownership or BBEE certificate or Sworn Affidavit as per DTI prescribed template.
- Disability: Medical certificate signed by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% or more directorship for disabled persons
- Black: Signed affidavit (signed off by SAPS) confirming 51% or more ownership or BBEE certificate or Sworn Affidavit as per DTI prescribed template.
- Youth: Affidavit (Signed off by SAPS) confirming 51% or more youth ownership or BBEE certificate or Sworn Affidavit as per DTI prescribed template.

Note : Date of Certification should not be older than 6 months.

Other documentation must also be submitted with your bid:

- Fully completed and stamped BD 6.1 (Site Inspection Certificate) refer to Special Condition, BD 4.8 paragraph 8.3 and 9.2.2
- Certificate of registration with National Cleaning Association (NCCA) or accredited body refer to Special Conditions, BD 4.8 paragraph 8.5 and 9.2.4.
- CSD Registration Report. Refer to Special Condition, BD 4.8 paragraph 8.2.1
- Cipro Certificate
- Copy(s) of ID document(s) of the directors/shareholders/members

It will be expected of the successful bidder to sign a formal contract at this office after being notified of the acceptance of his/her bid.

Yours faithfully.

FOR



**REGIONAL COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES
REGIONAL OFFICE: LIMPOPO, MPUMALANGA AND NORTH WEST
REGIONAL HEAD: FINANCE & SCM
GP. PRETORIUS**

DATE 2024/3/26



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (CORRECTIONAL SERVICES)

BID NUMBER: LMN 02/2023 CLOSING DATE: 19 APRIL 2024 CLOSING TIME: 11H00

DESCRIPTION: RENDERING OF STANDARD CLEANING SERVICES

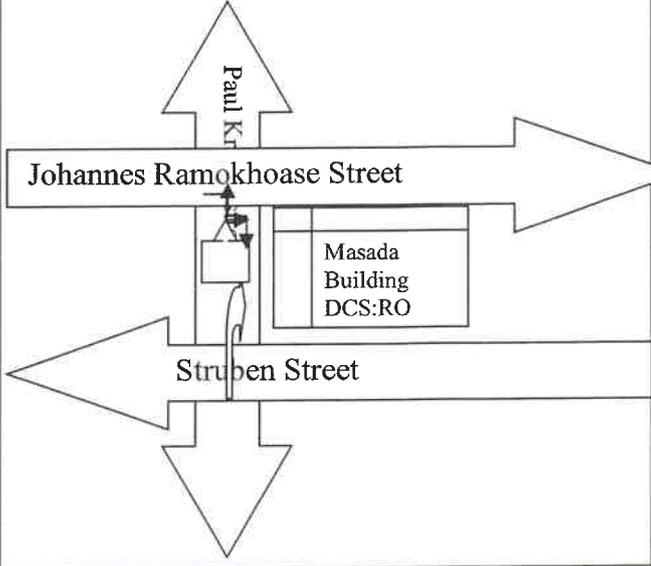
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

THE BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX WHICH IS IDENTIFIED AS THE BID BOX OF THE DEPARTMENT OF CORRECTIONAL SERVICES AT LMN REGION, CNR PAUL KRUGER & JOHANNES RAMOKHOASE STREET, MASANDA BUILDING, ENTRANCE, PRETORIA,0001

OR

**THE AREA COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES LMN REGION
PRIVATE BAG X124
PRETORIA
001**



SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

COMPULSARY	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

PLEASE REFER TO SPECIAL CONDITIONS, BD 4.8 AND PARAGRAPH 9.5 AND 9.6 TO CLAIM POINTS FOR SPECIFIC GOALS IN COMPLIANCE WITH PPR 2022 (PROCUREMENT PREFERENTIAL REGULATION 2022)



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	CORRECTIONAL SERVICES	CONTACT PERSON	MASHALA KOENA AND REFILOE THANTSA
CONTACT PERSON	GADIVHANA PHULUFHELO /FRANK SMIT	TELEPHONE NUMBER	012 3062044 / 3062037
TELEPHONE NUMBER	012 3062088 /83	FACSIMILE NUMBER	012 3230340
FACSIMILE NUMBER	012 3230340	E-MAIL ADDRESS	Koena.Mashala@dcs.gov.za Refiloe R.thantsha@dcs.gov.za
E-MAIL ADDRESS	Gadivhana.fulufhelo@dcs.gov.za and frank.smit@dcs.gov.za		



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



**PRICING SCHEDULE – FIRM PRICES
 (CLEANING SERVICES)**

NOTE: PRICE ADJUSTMENTS WILL NOT BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number LMN 02/2023
Closing Time 11:00 on 19 APRIL 2024	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF PRICE QUOTATION / BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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1. RENDERING OF CLEANING SERVICES AS PER ATTACHED SPECIFICATION.

Required by: **Department of Correctional Services at MASADA BUILDING, PRETORIA**

Contract period: **24 MONTHS**

NB: Price adjustments must not occur more frequently than once a year. Prices for the first year must be firm. Refer to Special Conditions BD 4.8 paragraph 3.

COMPULSORY SITE INSPECTION: Prospective bidders must visit the premises to determine the extent of the services required. A completed site-inspection certificate must be submitted together with the bid documents.

Date: 9 APRIL 2024

Time: 10H00 -12H00

**Venue: DEPARTMENT OF CORRECTIONAL SERVICES
 CORNER PAUL KRUGER & JOHANNES RAMOKHOASE (PROES) STR
 10TH FLOOR MASADA BUILDING
 PRETORIA**



Bidders are requested to report at the floor before 10H00. Enquiries regarding the site visit can be directed to Mr Koena Mashala at telephone number (012) 3062044/43 ,Mr. MJ Kgaabi : (012) 3062085 /88 /83

PRICE BREAKDOWN:

Basic salary per cleaner	R
Overtime x 1/3	R
Overtime x ½	R
Overtime double	R
Leave pay	R
Sick leave	R
UIF	R
Public Holiday	R
Levy	R
Workman Compensation	R
Any other allowance/s	<u>R</u>
Total monthly cost per cleaner (all inclusive)	R
Total cost for number of cleaners offered	R for cleaners
Total cost for number of supervisors offered	R for supervisors
Transport	R
Price per m ²	R

Cleaning materials/chemicals requisites as follows: (to be included in the total bid price) as per Specification and required needs for the contract.

ITEM	QUANTITIES	COSTS
Toilet paper 2 ply	..... boxes	R / month
Hand Paper Towels	..... boxes	R/ month
Seat Wipes	.....packs	R...../ month
Sanitary Disposal Bags	..... packs	R...../ month



- Colour Coded Clothseach R...../ month
- Dish-washing Liquid litres R...../ month
- Thick Bleachlitres R...../ month
- Bowl cleanerlitres R...../ month
- Tile Cleanerlitres R...../ month
- Auto Air Freshener Refilleach R...../ month
- Air-freshenerblocks R / month
- Hand soap refilleach R...../ month
- Floor Scrublitres R...../ month
- Floor Polishlitres R...../ month
- Furniture Polish litres R...../ month

- All Other cleaning materials R..... / month
- as per required need (specification)
- Overheads (including profit) R / month

TOTAL ALL-INCLUSIVE TENDER PRICE R / MONTH

"ALL APPLICABLE TAXES" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Note : According to the VAT Act, all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

Is the price firm for the duration of this contract?

*	Yes	No
*	Yes	No

NB : Is the offer strictly to specification?

If not to specification, state deviation(s)
.....

*Mark the relevant block with an X



PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON- FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON- FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. **FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.**

FACTORS:	PORTION (FRACTION)	TABLES (CPI)	INDEX FIGURE	BASE DATE
Salaries	.....%	PO 141 table E (Domestic workers' wages)		
Transport	.....%	PO 141 table E (Public transport)		
Cleaning materials/ Chemicals	.....%	PO 141 table E (Supplies and services)		
Overheads (Including profit)	.....%	PO 141 table E (Supplies and services)		
Total percentage	100 %			
NB: To be completed by bidder.				
(CPI = Consumer Price Index)				

Also refer to Special conditions (BD 4.8) paragraph 3 for Price adjustments.



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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

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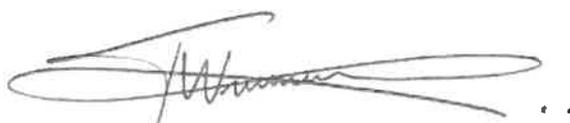
Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Employment and Labour, Department of / Verkiesingskommissie			
R. 4331	National Minimum Wage Act (9/2018): Amendment of the national minimum wages contained in Schedule 1 and Schedule 2 of the Act.....	50073	3

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

EMPLOYMENT AND LABOUR, DEPARTMENT OF**NO. R. 4331****2 February 2024****NATIONAL MINIMUM WAGE ACT NO. 9 OF 2018**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereby in terms of section 6(5) of the National Minimum Wage Act, No. 9 of 2018, amend the national minimum wages contained in Schedule 1 and Schedule 2 of the National Minimum Wage Act, published under Government Notice No. 48094 of 21 February 2023, in accordance with the schedules hereto and fix the 1 March 2024 as the date on which this amendment shall become binding.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 01 FEBRUARY 2024

SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR

3. Substitute Contract Cleaning Sector minimum wages as reflected in Government Gazette No. 48094, published on 21 February 2023 with the following:

Minimum hourly rates for Contract Cleaning employees		
Area A	Area B	Area C
Metropolitan Councils: City of Cape Town, Greater East Rand Metro, City of Johannesburg, Tshwane and Nelson Mandela. Local Council: Emfuleni, Merafong, Mogale City, Metsimaholo, Randfontein, Stellenbosch, Westonaria.	All Areas in KwaZulu-Natal <i>NB: Conditions of employment and minimum wage rates for KwaZulu-Natal areas shall be subjected to the collective agreement concluded in the Bargaining Council for the Contract Cleaning Service Industry (BCCCI).</i>	In the rest of the RSA
Rate per hour	Rate per hour	Rate per hour
R30,35	BCCCI rates apply	R27,67



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SPECIFICATION

DEPARTMENT OF CORRECTIONAL SERVICES: REGIONAL COMMISSIONER OFFICE

**RENDERING OF CLEANING SERVICES AT MASADA BUILDING FROM 4TH FLOOR TO 10TH FLOOR
FOR THE PERIOD**

24 MONTHS STARTING FROM MAY 2024 TO APRIL 2026

1. **PHYSICAL ADDRESS:** DEPARTMENT OF CORRECTIONAL SERVICES
REGIONAL, MPUMALANGA & OFFICE: LIMPOPO NORTH WEST
CNR PAUL KRUGER & JOHANNES RAMOKHOASE STREET
MASADA BUILDING
PRETORIA
0001
2. **SCOPE OF CLEANING CONTRACT:**
- | | | | |
|------|---|---|----------------------------------|
| 2.1 | Number of floors | : | Seven (7) |
| 2.2. | Number of toilets | : | Twenty-eight (28) |
| 2.3. | Number of Urinals | : | Five (5) |
| 2.4. | Number of windows | : | Two hundred and thirty-two (232) |
| 2.5. | Number of Kitchens | : | Nine (9) |
| 2.6. | Number of kitchen sinks | : | Eight (8) |
| 2.7. | Number of Bathroom | : | One (1) |
| 2.8 | Number of Hand -wash toilet basins | : | Eighteen (18) |
| 2.9 | Stairs between 4 th floor and penthouse: | | Eleven (11) sets |
| 2.10 | Number of bars | : | One (1) |

THW MLL
PH 211



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2.11 Inspection Reports : Monthly

3 SQUARE METERAGE OF AREA TO BE CLEANED

3.1 Office areas, toilet areas, conference rooms, storerooms, lounge and tea room

- Estimated area : 4271 m²
- Basement Archives : 152.11 m²

4 OCCUPANTS:

4.1 State approximate total number of occupants/visitors at

- Occupants : 130
- Visitors : Estimated 20 people a day

5 COMPULSORY SITE INSPECTION

DESCRIPTION	COMPLY/NON-COMPLY
5.1 <u>ENTRANCE & PASSAGE AT FLOORS 4, 5,6,7,8,9 AND 10</u>	
• Wash glass doors, frame and windows daily with water and window clean.	
• Keep fire doors clean at all times.	
• Sweep and mop floors twice a day, in the morning by 07:00 and as and when required during the day.	
• Empty all rubbish bins/waste paper containers daily.	
• Surfaces should be dusted daily.	
• All waste bins must be emptied and cleaned daily.	

Thul
nee
For ETP
[Signature]



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<ul style="list-style-type: none">Stairs must be cleaned, polished and shined daily.		
5.2 TOILETS:		
<ul style="list-style-type: none">Toilets must be cleaned as the first tasks of the day before 07:15 in the morning and freshened up at least three times per day.		
<ul style="list-style-type: none">Wash urinals with antiseptic soap and water and place fragrance mats and deo blocks in each urinal daily.		
<ul style="list-style-type: none">Wash toilets and seats daily. Dry toilet seats. Use clean wash-cloths.		
<ul style="list-style-type: none">Every toilet must be equipped with an air freshener unit which must be serviced every week.		
<ul style="list-style-type: none">Wash washbasins and dry daily.		
<ul style="list-style-type: none">Provide toilet seat sanitizers or wipes in both male and female ablutions.		
<ul style="list-style-type: none">Clean all areas around the washbasins and urinals including the floors.		
<ul style="list-style-type: none">Ensure that the tiles/walls are always clean/hygienic		
<ul style="list-style-type: none">Taps must be dried and rubbed until shining.		
<ul style="list-style-type: none">Use separate color-coded cloths to clean toilets and wash basins separately		
<ul style="list-style-type: none">No cleaning material must be left/stored in the toilets.		
<ul style="list-style-type: none">The contractor must supply the following items daily:<ul style="list-style-type: none">2ply soft toilet paper, hand paper towels, liquid hand washing soap, deo blocks and fragrance mats, toilet seat sanitizer wipes.Check for leakage/blockage daily and report to the Project Manager.		

THW MEE
PHU ETT



<p>5.3 OFFICES:</p> <p>5.3.1 OFFICES WITH CARPETS</p> <ul style="list-style-type: none">• Vacuum daily• Carpets to be washed and dried every three (3) months on a weekend with an industrial carpet washer• Office chairs to be deep cleaned every three (3) months on a weekend.• Windows, curtains, blinds to be dusted daily.		
<p>5.3.2 OFFICES WITHOUT CARPETS</p> <ul style="list-style-type: none">• To be swept and mopped daily.• Floors to be scrubbed monthly.• Floors must be polished once a week• Windows, curtains, blinds to be dusted daily.		
<p>5.3.3 WASTE PAPER CONTAINERS AND WASTE BINS IN THE BUILDING OFFICES AND PASSAGES:</p> <ul style="list-style-type: none">• All waste bins / waste containers in the building must be emptied and cleaned daily and the waste must be taken to the waste containers outside the building.• Waste bins to be placed in all kitchens 20L X (9).• Refuse bags should be replaced daily.		
<p>5.3.4 FURNITURE AND EQUIPMENT:</p> <ul style="list-style-type: none">• Dust the entire office furniture and ceilings daily.• Polish surfaces twice a week with a fragrance-free (odorless) polish.		

Handwritten signatures and initials:
Tnd nel
In Off [Signature]



5.3.5 <u>TELEPHONES AND IT EQUIPMENT:</u>		
<ul style="list-style-type: none">• Telephones to be wiped daily with a damp cloth.• IT equipment's to be wiped with a dry soft cloth daily.		
5.3.6 <u>STATUES, MEDALS, PAINTINGS AND TAPESTRIES:</u>		
<ul style="list-style-type: none">• Clean when a need exists. Cleaners to liaise with the office occupant and their supervisor before cleaning valuable art pieces to ensure that no damages take place.		
5.3.7 <u>BOOKS AND BOOK RACKS-CUPBOARDS:</u>		
<ul style="list-style-type: none">• Dust weekly and wipe bookracks, cupboards if required.		
5.4 <u>BASEMENT ARCHIVES:</u>		
<ul style="list-style-type: none">• Sweep and mop once a week.• Dust file racks once a week.		
5.5 <u>LOUVRE WINDOWS</u>		
<ul style="list-style-type: none">• Dust daily• Wash and dry every three months with extendable window cleaning pole.		
5.6 <u>SERVER ROOM</u>		
<ul style="list-style-type: none">• Clean weekly in such a manner that dust does not move upwards in the air and collect on equipment.• Arrange with IT Section before cleaning the server room.		
5.7 <u>WINDOWS</u>		
<ul style="list-style-type: none">• Clean the interior windows once a month.• Polish window-fasteners every three (3) months.		

Handwritten initials and signatures:
TM ML
2 EA
[Signature]



5.8 CONFERENCE ROOM/ GENERAL

- Clean, dust and polish surfaces every day.
- Vacuum carpets once a week.
- Mop the floors once a week and when a need arises
- Windows, curtains, blinds to be dusted once a week.
- Carpets to be washed and dried quarterly on a weekend with an industrial carpet washer.

5.9 KITCHENS

- To be swept every day.
- Clean crockeries and cutleries daily.
- Wash floors and walls daily.
- Floors must be scrubbed and polished once a week.

5.10 HYGIENIC EQUIPMENTS (RENTAL)

- Liquid hand soap dispenser : Eighteen (18)
- Waste bins (20L) to be placed in all kitchens : Nine (09)
- Sanitary waste Bins & 7 days service : Fourteen (14)
Service provider to appoint waste Management Services to remove sanitary towels.
- Auto Sanitizer System / Wipes : Twenty-eight (28)
- Auto Air freshener dispenser : Eighteen (18)
- Hand paper towel dispenser : Eighteen (18)

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<ul style="list-style-type: none">• Hand soap refill dispenser : Eighteen (18)• Toilet Paper dispenser (TR3) : Twenty-eight (28)• Toilet brushes : Twenty-eight (28)• Waste Paper towel disposal bins : Four (04) (4th floor 3 toilets and 10th floor (01) male toilet)		
5.11 MINIMUM QUANTITIES ON SITE DAILY		
5.11.1 EQUIPMENT		
<ul style="list-style-type: none">• Trolley Mop Buckets : Seven (7)• Buckets : Seven (7)• Dish collecting trolley with removable tiers And lockable wheels :Seven (7)• Brooms & Scoops : Seven (7)• Mops (color coded) : Fifteen (15) (7 red coded for toilets) (8 green coded for other areas)• Flat Mops : Fifteen (15) (7 red coded for toilets) (8 green coded for other areas)• Wet floor Signs : Eight (8)• Brooms : Eight (8)• Vacuum Cleaners : Three (3)		

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• Protective rubber gloves	: Fourteen (14)		
• Protective dust mask (Basement Archive)	: Two (02)		
• Refuse Bags	: One Hundred and Fifty (150)		
• Bin liners	: One Hundred and Fifty (150)		
• 3 Step folding ladder	: One (01)		
5.11.2 CHEMICALS			
• Dish-washing Liquid	: Twenty-five liters (25L)		
• Thick Bleach	: Twenty-five liters (25L)		
• Bowl Cleaner	: Twenty-five liters (25L)		
• Tile Cleaner	: Twenty-five liters (25L)		
• Auto Air Freshener Refills	: Eighteen (18)		
• Hand Soap Refills	: Twenty four (24)		
• Floor Scrub	: Twenty-five liters (25L)		
• Floor Polish	: Twenty-five liters (25L)		
• Furniture Polish	: Five liters (5L)		
5.11.3 OTHER MATERIALS			
• Color Coded Cloths	: Twenty two (22)		
Dish washing-kitchens (Yellow)	: Seven (07)		
Office furniture (Green)	: Eight (08)		
Washrooms and toilets (Red)	: Seven (07)		

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<ul style="list-style-type: none"> • 2 ply Toilet Paper : One Hundred &Fifth (150) 		
<ul style="list-style-type: none"> • Hand Paper Towels Refills : Eighteen(18) 		
<ul style="list-style-type: none"> • Seat wipes packs : Forty (40) packs 		
<ul style="list-style-type: none"> • Sanitary disposal bags : Thirteen (13) packs 		
5.12 SECURITY/ OCCUPATIONAL HEALTH AND SAFETY		
<ul style="list-style-type: none"> • Provide name tags for employees with ID photos 		
<ul style="list-style-type: none"> • Provide a name tag with ID photo and name of. 		
<ul style="list-style-type: none"> • COID letter of good standing from Department of Labour annually. 		
<ul style="list-style-type: none"> • Provide individual medical certificate of fitness for the Cleaners annually 		
<ul style="list-style-type: none"> • Provide Personal Protective Equipment for each cleaner. 		

6 GENERAL

6.1	At least one full time cleaner must be employed per floor. The total number of cleaners must be Eight (08) including Supervisor.		
6.2	One fulltime supervisor must be employed to supervise all cleaning services. This person should not be involved with cleaning but will be responsible for inspecting, organizing, supervising etc.		
6.3	Contractor's organogram must be provided and reflect the job placement level of the officials who will be undertaking the cleaning project.		
6.4	The Contractor should supply all cleaning material, machines, etc. as well as other items necessary to strictly adhere to set requirements.		

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6.5	The Department of Correctional Services will provide space for general resting rooms and general storage room for cleaning materials.	
6.6	The supervisor must always be available. Contact numbers must be provided to the Project Manager	
6.7	Management of the cleaning company should inspect the whole building at least once a month with supervisor and Project manager and have a meeting with the HR (Project manager) and Facilities to discuss problems if any.	
6.8	Monthly inspection with project manager and supervisor of cleaning, report to be submitted to the Project Manager by the Service provider.	
6.9	All cleaners and the supervisor should work from Monday to Friday (06:30 to 15:30). Cleaning of chairs and carpets must be done on weekends quarterly.	
6.10	In a situation where a cleaner is absent from work, the Contractor must ensure that a reliever is available. Every floor must be manned at all times.	
6.11	Water dispensers must be cleaned and refilled with fresh water daily.	
6.12	Cleaning of microwave and fridges must be done daily.	
6.13	Removal of equipment must be done on the last day of the expiry of the contract. Installation of rented hygienic equipment to be done within seven (07) working days after the appointment of the Service provider.	
6.14	Schedule sheets for cleaning must be signed daily per floor by Supervisor and be confirmed by project Manager.	
6.15	OHS and Project manager to conduct induction to cleaning staff before contract commences.	

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6.16	Different colour coded mops to be used to distinguish mops in the kitchen and toilet in order to avert/ prevent cross infection.	
6.17	Cleaners must display appropriate signs when cleaning floors, eg cautious slippery floor.	
6.18	The contractor must develop its workers on the inter alia skills <ul style="list-style-type: none">• Management skills• Cleaning skills• Customer care services• HIV/OHS Legislation• Utilization of cleaning equipment and material.	

CONFIRMATION OF COMPLIANCE WITH SET SPECIFICATION

I _____ (the bidder / bidding company / authorized representative) has noted the set requirement pertaining to the required services and declare my / our offer to fully comply with the set specification: **YES / NO** (please delete whichever one is not applicable).

Signature : _____

Date : _____

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DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT: BID NO: LMN 02/2023

THE RENDERING OF STANDARD CLEANING SERVICES TO THE DEPARTMENT OF CORRECTIONAL SERVICES: REGIONAL OFFICE LMN AT MASADA BUILDING FOR A PERIOD OF 2 YEARS (24 months).

NOTES

This bid and all contracts emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act , 1999 (Act 1 of 1999) .

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract (GCC).Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract (GCC), the Special Conditions of Contract prevail.

These conditions form part of the bid and failure to Comply therewith may invalidate the bid

SPECIAL BID CONDITIONS

BID NO. LMN 02/2023

VALIDITY: 120 DAYS

RENDERING OF STANDARD CLEANING SERVICES FOR THE DEPARTMENT OF CORRECTIONAL SERVICES AT THE REGIONAL OFFICE LMN, MASADA BUILDING PRETORIA: PERIOD 24 MONTHS (2 YEARS).

1 CONDITIONS OF BID

1.1 Bidders must furnish the following information per annexure regarding their company as part of the bid and complete the attached questionnaire (**ANNEXURE A**):

1.1.1 Number of staff presently employed, divided into:

1.1.1.1 Management personnel;

1.1.1.2 Supervisors; and

1.1.1.3 Cleaners. Fulltime:Part time:

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- 1.1.2 Address of Regional Office.
- 1.1.3 Business area.
- 1.1.4 Date since when the company renders cleaning services.
- 1.1.5 Detailed list of current and completed cleaning contracts over the past five years.
- 1.1.6 Annual turnover.
- 1.1.7 Names, postal address and telephone number(s) of bankers and the name of the contact person as well as approval that financial enquiries may be answered and financial statements may be supplied on request.
- 1.1.8 Name, address and telephone number of auditor(s), the name of the contact person and approval that financial enquiries may be answered, and financial statements may be supplied on request.
- 1.1.9 The amount the firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.
- 1.1.10 Details (type, make, model, number) of equipment to be used for the rendering of the Service.
 - 1.1.10.1 The names, identity numbers and street addresses of all partners must be indicated Where persons, a partnership or a company comprising a partnership, bid.
 - 1.1.10.2 In cases where a person, persons, partnership, close corporation or company, commences business for the first time, the following particulars must be furnished:
 - 1.1.10.2.1 Who compiled or aided in the compilation of the business plan?
 - 1.1.10.2.2 Who calculated or aided in the calculation of the bid prices?
 - 1.1.10.2.3 Who acts in an advisory capacity to the company?
 - 1.1.10.2.4 Who provides financial support? (If not rendered by a registered financial institution or Small Business Development Corporation (SBDC), give full particulars of this institution)

1.2 CONTRACT PERIOD

The contract period shall be for 24 months (2 years).

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2 CAPACITY FOR WORK

Details of obligations that the bidder is currently engaged in, the nature thereof and with whom contact can be made for reference purposes must be submitted as an addendum to the bid. Failure to comply herewith may lead to the disqualification of the bid.

3 PRICE ADJUSTMENTS

Application for price adjustments will be done in accordance with the escalation formula as per BD 3.10 pricing schedule will be considered by the Department of Correctional Services.

NB: Price adjustments must not occur more frequently than once a year. **Prices for the first year (twelve month) of the contract period must be firm.**

3.1 Price Escalations will only be considered in terms of the following formula:

$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots + Dn \frac{Rnt}{Rno} \right) + VPt$		
Pa	=	The new adjusted price to be calculated.
V	=	Fixed portion of the bid price (15% or 0.15).
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price.
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

3.2 Furnish a breakdown of your price in terms of the above-mentioned formula. The total of the various factors must add up to 100%. Also refer to **BD 3.10**

FACTORS:	PORTION (FRACTION)	TABLES (CPI)	INDEX FIGURE	BASE DATE
Salaries%	PO 141 table E (Domestic workers' wages)		
Transport%	PO 141 table E (Public transport)		

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Cleaning materials/ Chemicals%	PO 141 table E (Supplies and services)		
Overheads (Including profit)%	PO 141 table E (Supplies and services)		
Total percentage	100 %			
NB: To be completed by bidder.				
(CPI = Consumer Price Index)				

4 SUPERVISION:

Bidders must give the assurance that all workers will be under proper supervision. Any liaison with regard to daily needs will be through the supervision and not directly with the workers.

5 INSURANCE:

The contractor must arrange the undermentioned insurance policies with a reputable insurance company or submit documentary proof that such policies are in effect, provided that written proof that the policies are still valid, and premiums paid must be provided monthly. On failure to comply, the State reserves the right (but is not compelled to) to pay the premiums and to deduct such payments from money owing to the contractor.

- a) COID certificate of good standing.
- b) Unemployment benefit insurance.
- c) Public liability in the name of the contractor as well as the State for an amount of at least R2 million.

6 TRADE PLAN:

The bidder must submit together with his bid a complete trade plan in which, amongst others, the following should be indicated:

- 6.1 The number of supervisors that will be employed.
- 6.2 The number of workers that will be employed.
- 6.3 The work method that will be followed for the execution of the contract.
- 6.3.1 What the different cycles for the execution of the work will be. Prospective bidders must ascertain at the site the extent and nature of the work, the areas, floor surfaces etc. to be cleaned. The bid may be rejected if this condition is not complied with.

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7. CONTRACT CONDITIONS:

7.1 ROUTINE ACTIVITIES IN OFFICES:

7.1.1 Cleaning work should under no circumstance disrupt the routine activities of the State.

7.2 WORKMANSHIP AND MATERIAL:

7.2.1 All work must be of a high standard and executed to the satisfaction of the State.

7.2.2 All material, viz chemicals, etc. must be of good and acceptable quality.

7.3 COMPLIANCE WITH ACTS AND REGULATIONS:

All acts and regulations relating to cleaning services must be strictly adhered to by the Contractor.

3.1 For example registration with NCCA (National Cleaners Association), OHS act and Regulations etc.

3.2 Disclaimer:

The Department of Correctional Services will not be held liable/responsible for any loss of material or equipment that the company / contractor will have brought in the building for the purpose of services rendered.

7.4 ARBITRATION:

Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through arbitration in accordance with the procedures and ways stipulated hereunder:

7.4.1 Within 10 days after agreement could not be reached a party will have the right, by notice to the other, to demand that the dispute be referred to for arbitration in terms of this clause.

7.4.2 The parties involved must agree mutually as to who will act as arbiter.

7.4.3 The arbiter must notify the parties in advance, regarding the remuneration for his services.

7.4.4 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 4.1 in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and he must serve a copy on the other party.

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- 7.4.5 Within 14 days after receipt of the copy of the other party's case/view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy on the other party.
- 7.4.6 The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any of the parties or any legal representatives before him.
- 7.4.7 The arbiter may make any decision or allocation, which in his discretion is fair and appropriate.
- 7.4.8 The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. He is not strictly bound to the rules of the law but should let himself be guided by principles of justice and fairness.
- 7.4.9 The findings of the arbiter may include an order, which instruct the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.
- 7.4.10 This clause holds the irrevocable consent of the parties to the arbitration and no party shall have the right to withdraw from it or claim that he is not bound by this clause.
- 7.4.11 If a party withdraws from the arbitration it will be accepted that he consents to the arbiter's findings against him.

7.5 PLASTIC REFUSE BAGS:

Plastic refuse bags needed for the service, must be supplied by the contractor at his cost.

7.6 FIRE EXTINGUISHERS:

The contractor and his employers shall under no circumstances make use of Fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the service.

7.7 TOILET CISTERNS AND DRESSING ROOMS:

If possible, tending of toilets and dressing rooms must be done by employees of the appropriate sex.

7.8 UNACCEPTABLE CLEANING AGENTS:

No equipment, utensils or agents that may damage the buildings, fittings, persons or contents shall be used. The State has the right to reject any such equipment, utensils or agents.

7.9 MACHINES AND EQUIPMENT:

The contractor shall re-fill, empty or clean his machines and equipment only at such places as indicated.

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7.10 WARNING BOARDS:

- 7.10.1 Clearly readable warning boards or signs shall be exhibited where needed where the rendering of the cleaning service may cause injuries to any person(s).

7.11 INFLAMMABLE AND POISONOUS SUBSTANCES:

The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the State for the rendering of the service or any other purposes.

7.12 LIABILITY

- 7.12.1 The contractor indemnifies the State herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the contractor or any other person - that may result from or be related to the execution of this contract.

7.13 DAMAGE COMPENSATION:

- 7.13.1 The contractor will be held responsible for any damage or thefts that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the State against the contractor.

7.14 RECTIFICATION OF DAMAGES:

In the case of damages to carpets, furniture, equipment, etc. resulting from rendering the service, the contractor undertakes to rectify the damage immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from any monies outstanding.

7.15 TERMINATION AND/OR WITHDRAWAL:

- 7.15.1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the Government Procurement – General Conditions of Contract (GCC) will be applicable.
- 7.15.2 The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months written notification to the contractor. should a part of the premises be withdrawn, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal.

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7.15.3 Termination should be at the expiry of the term contract or the parties can terminate by mutual agreement or through misconduct or failure to perform on the part of the service provider.

7.16 BREACH OF CONTRACT:

7.16.1 If the service is interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods to continue with essential services.

7.16.2 Vis-Major: acts of God (such as floods), strikes, water shortages and indefinite power failure cannot constitute a breach of contract.

7.17 CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR:

7.17.1 The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.

7.17.2 Each member of the contractor's personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually on request of the contract person.

7.17.3 Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require.

7.17.4 Without prejudice to the contractor's responsibility to select his personnel before employment, the State will at all times have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honor his obligations in terms of the agreement.

7.17.5 In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.

7.17.6 The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

7.18 UNSPECIFIED SERVICES

If the occupant of the building requires any unspecified services and payment must be made for such services, authorization in the form of an official order form must be obtained in advance.

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7.19 PAYMENTS

Payment will be made monthly on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place after the last workday of the month during which the service was rendered. Payment will be made within 30 days after the end of the month during which the service was rendered, if the service was rendered satisfactorily and the invoice is correct.

8 ACCEPTABLE BIDS /OFFERS

- 8.1 Only bids complying with the requirements as stipulated in the Special conditions of the Bid and Special Conditions of the contract will be regarded as acceptable.
- 8.2 The following criteria must be strictly adhered to. **Non-compliance on these criteria will automatically invalidate your bid.**
- 8.2.1 It is compulsory for bidders to be registered on the Central Supplier Database (CSD) and to ensure that their Tax matters are indicated as Tax compliant. Bidders should ensure their tax matters are in order.
- 8.2.1.1 Bidder must be registered on the **Central Supplier Database (CSD)** and provide CSD number and TCS Pin as per SBD 1.
- 8.2.1.2 When a Consortium/ Joint Venture/ Sub-contractors is involved, each party must be Registered on the Central Suppliers Database and their tax compliance status will be Verified through the Central Suppliers Database.
- 8.2.1.3 The **bid will be awarded to the bidder who is tax compliant.**
- 8.3 Attendance of the Compulsory Site Visit Inspection meeting (**See BD 6.1**)
- 8.4 Bidders must fully complete the requirements of the bid specification and comply with Contents thereof. **None –compliance with the specification will invalidate your bid and offer.**
- 8.5 Bidders must be registered with the **National Contract Cleaning Association (NCCA) or accreditable cleaning body.**

9. EVALUATION CRITERIA OF BIDS:

9.1 Qualifying Evaluation Criteria

- 9.1.1 Bids will be evaluated by applying the under mentioned phases (steps). Therefore it very important that all the required information be submitted as completely as possible

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and submit and attached all relevant supporting documentation as required for this bid. Failure to comply set out requirements may invalidate a bid.

9.2 Phase 1 (one) (Qualifying Criteria) – Mandatory

- 9.2.1 Bidders need to ensure their Tax matters are in order (Paragraph 8.2.1).
- 9.2.2 Bidders need to attend Compulsory Site Visit inspection meeting. BD 6.1 (Paragraph 8.3).
- 9.2.3 A completed specification as per paragraph of the terms of reference which clearly indicated compliance / non-compliance.
- 9.2.4 Bidders must be registered with the National Contract Cleaning Association (NCCA) or accredited body.

NB: Only Bidders who comply with the Qualifying criteria will proceed to phase 2 (Two)

9.3 Phase 2 (Two) Functionality Criteria :

Bids will be evaluated by awarding points in respect of certain criteria (and information) that bidders will have to submit at time of bid by means of a **“questionnaire”, per Annexure A.**

As the questionnaire will play a very important role in the eliminating process, failure to complete the questionnaire shall invalidate the bid. Bidders are required to fully complete the

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questionnaire as per Annexure B” as well submit all relevant supporting documentation as required for the rendering of Cleaning Services and this Bid

Only bidders who achieve the minimum threshold score of 70% (35 out of 50) in accordance with the task description and evaluation schedule below, will be short-listed and proceed to Phase 3 (three). Bidders who fail to achieve at least the minimum threshold score will be disqualified.

The following criteria and weights will apply during phase 2 (Two) of the evaluation process:

	CRITERIA	WEIGHTS	THRESHOLD SCORE
1	As per paragraphs 1.1 to 1.13 of the Execution Plan (Annexure A) – Category A “	40	28
2	As per paragraphs 2.1 to 2.1.3 of the Execution Plan (Annexure A) – Category B”	10	7
	TOTAL (70%)	50	35

9.4 The following Evaluation Criteria will be applied during the evaluation of the bid for functionality for cleaning services:

CATEGORY A (Implementation Plan)

	Evaluation Criteria (40 points)			Maximum points to be earned	Scores will be allocated as follows:
				Weights	
1.1	Project Manager (Only 1.1.1 or 1.1.2)			2	
	1.1.1	Full time manager	2 points		0 Full time manager = 0 1 Full time manager = 2
	1.1.2	Part time manager	1 point		0 Part time manager = 0 1 Part time manager = 1
1.2	Supervisor (either 1.2.1 or combination of 1.2.2 and/or 1.2.3)			4	
	1.2.1	Full time supervisor/s	4 points		0 Full time supervisors = 0 1 Full time supervisor = 4

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	1.2.2	Cleaner but also applied as supervisor	2 points		0 Full time supervisors =0 1 Cleaner also applied as supervisor =2
	1.2.3	Part time supervisor	1 point		No part time supervisors =0 1 Part time supervisor =1
1.3	Number of workers (either 1.3.1 plus 1.3.2 or 1.3.1 plus 1.3.3)			4	
	1.3.1	Number of workers specified	3 points		Less than 7 workers = 0 7 number of workers = 3
	1.3.2	Part time workers (additional point to be earned)	1 point		No information provided = 0 Information provided on part time workers = 1
	1.3.3	More than specified workers	1 point		8 or more workers = 1
1.4	Training (any of the under mentioned combinations)			6	
	(Bidder must indicate what, where and when training is given Provide evidence: list specific needs to cleaning)				
	1.4.1	Standard training courses (Proof must be attached)	3 points		No information provided = 0 Information provided for standard training =3
	1.4.2	On duty training courses	2 points		No information provided = 0 Information provided for on duty training =2
	1.4.3	Any other training	1 point		No information provided = 0 Information provided for other training =1
	1.4.4	Standard training (more than specified cleaners)	1 point		No Information =0 Standard Training more than specified =1

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1.5	Equipment		2	
	1.5.1	<p>Bidder must indicate what equipment is to be used for the rendering of the Cleaning service</p> <p>- Bidders must indicate the number and type of equipment to be used for rendering the cleaning services</p>	2 points	<p>No detailed information provided of number and type of cleaning equipment required = 0</p> <p>Information provided on minimum number of equipment but without the type of equipment required = 0</p> <p>If the bidder mentioned any of the eleven and above types of equipment's covered below with the minimum number and types of equipment listed below = 2</p> <p>The following equipment's are the minimum that can be regarded as acceptable:</p> <ol style="list-style-type: none"> 1. Vacuum cleaners = 3 2. Wet floor signages = 8 3. Small brooms and dustpan = 7 4. Mops = 15 5. Sweep/flat mops = 7 6. Refuse bags and bin liner= 400 7. Buckets = 7 8. Brooms =8 9. Air freshener = (18) 10. Soap dispenser = 18 11. Paper towel dispenser = 18 12. Sanitary bins = 13 13. Toilet paper holders = 28 14. Wet wipes dispenser = 28

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1.6	Work Plan (at least 1.6.1) Bidders must submit a detailed work plan and proposed draft service level agreement and feasibility action plan.			3	
	1.6.1	Work plan submitted	2 points		No information provided = 0 Workplan and proposed draft Service Level Agreement submitted = 2
	1.6.2	Feasibility of plan of action	1 point		No information provided = 0 Feasibility plan of action = 1
1.7	Experience The company as well as the business executives' number of years within the operation, including company's business profile and the relevant curriculum vitae (CV) of the executive team.			4	
	1.7.1	0 – 1 year	1 point		No Experience =0 Number of years of the company in cleaning business supported by the relevant CVs and company business profile Less than 1 year = 1
	1.7.2	2 – 3 years	2 points		No Experience =0 Number of years of the company in cleaning business supported by the relevant CVs and company business profile -2 - 3 year = 2
	1.7.3	4 – 5 years	3 points		No Experience =0 4 – 5 years = 3

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	1.7.4	More than 5 years	4 points		No Experience = 0 5 years and more of experience supported by CVs and company business profile and reference letters which also include the contract period, the value of the contract, the start and the end date of the contract with the client of similar services= 5
1.8	Member of Cleaning Industry (National Contract Cleaning Association – NCCO) or relevant Body (Attached Confirmation letter or certificate)			1	No confirmation letter = 0 Confirmation letter from the Association= 1
1.9	Insurance			6	
	1.9.1	Unemployment insurance – proof must be submitted	2 points		No information, uncertified or invalid copy provided = 0 Information (Certified valid copy of certificate) provided = 2
	1.9.2	Compensation for occupational injuries and diseases – proof must be submitted	2 points		No information, uncertified or invalid copy provided = 0 Information (Certified valid copy of certificate) provided = 2
	1.9.3	Public liability of at least R2 million – proof must be submitted	2 points		No document or invalid document provided= 0 R2 000 000.00 and above= 5 NB: All submitted documents must be certified.
	1.9.4	If a bidder indicates that any or all of the above is to be submitted <u>after being awarded the contract</u> a maximum of only 1 point per item (1.9.1, 1.9.2 and 1.9.3) to be given. The successful bidder will have the same			

Thw mee
Jw ETI





		time (14 days) after award of his bid to submit outstanding documentation as required on the points list as this time coincides with the lead time of 14 days necessary to commence with the contract.			
	1.9.5	No indication of insurance	0 points		No Indication of insurance =0
1.10	Bid Prices			2	
	1.10.	Lowest bid price qualified per step 1	2 points		
1.11	Completeness of documents		2 points	2	No Completeness = 0 Completeness of Documents =2
1.12	References: If any and "good" • A minimum of one (1) which is relevant and verifiable references in either Private or Public Sector. <u>Important:</u> (please provide evidence: reference letters with contact details).		2 points	2	0 contactable reference = 0 Minimum of 1 contactable reference = 2
1.13	Site inspection attended (Site inspection certificate, BD 6.1, must be submitted)		2 points	2	No Attendance Site visit (Bd 6.1)=0 Site visit attended (BD 6.1)= 2
Total Category A				40	

CATEGORY B (Capital Investment)

	Price Structure (10 points)	Maximum points to be earned.	
		Weights	
2.1	Wages (Either 2.1.1 and 2.1.2 or 2.1.2 and 2.1.3) <u>Important:</u> Bidders must comply with the latest minimum wages for domestic workers as determined by Department	5	

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	of Labour as published Government gazette. (Compliance with Labour Legislations, Labour Relation Act).			
	2.1.1	More than minimum salaries	4 points	Not more than minimum salary=0 More than the minimum salaries= 4
	2.1.2	Other benefits	1 point	No Other benefits=0 Other benefits = 1
	2.1.3	Only minimum salaries	3 points	Not more than minimum salary=0 Only the minimum salaries= 3
2.2	Material (either 2.2.1, 2.2.2 or 2.2.3) <u>Important:</u> Bidders must indicate as per BD 3.10 and BD 4.8, Annexure A ” Quantities offered for material for rendering cleaning services as per requirements.		5	<ul style="list-style-type: none"> •Dish-washing Liquid : Twenty-five liters (25L) •Thick Bleach : Twenty-five liters (25L) •Bowl Cleaner : Twenty-five liters (25L) •Tile Cleaner : Twenty-five liters (25L) •Auto Air Freshener Refills : Sixteen (18) •Hand Soap Refills : Twenty four (24) •Floor Scrub : Twenty-five liters (25L)

Handwritten signatures and initials:
TW, M, Z, JH, G



				<ul style="list-style-type: none"> •Floor Polish : Twenty-five liters (25L) •Furniture Polish : Five liters (5L)
2.2.1	Quantities offered <u>more</u> than estimated/ average requirements	5 points		No Quantities=0 Quantities more than estimated average requirements= 5
2.2.2	Quantities offered <u>within</u> the minimum requirements/guidelines	4 points		No Quantities=0 Quantities within the estimated average requirements= 4
2.2.3	Quantities offered <u>less</u> than the minimum requirements	0 points		Quantities offered less than minimum requirements
Total Category B				
Total Category A			40	
Total Category B			10	
Bidders must score a minimum of 35 out of 50 points (70%) in order to Qualify for further consideration			50	

NB: To be able to render a proper service in accordance with the task description it will be expected of a bidder to score at least 28 points for category A and at least 7 points for category B. In other words, 35 out of 50 points (70%) in order to qualify for further consideration.

TM *REC*
R *OT* *[Signature]*



NB: Where a contract has been awarded on the strength of information furnished by the contractor which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department will act in accordance with paragraph 23.1 (c) of the Government Procurement - General Conditions of Contract (GCC) which inter alia specifies that:

23.1 "The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

"if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract"

9.4 Phase 3 (Three) Financial Evaluation : Price and Specific Goals :

- 9.4.1 Only bidders who achieve the set threshold score will be short-listed to proceed to Phase 3 (Three) of the evaluation.
- 9.4.2 During this phase only, the qualifying bids are evaluated in terms of the 80/20 Preference Points systems, where the 80 points are used for price only.
- 9.4.3 A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

Points for Price:	<u>80 points</u>
Points for Specific Goals:	<u>20 points</u>
Total (Final) points:	<u>100 points</u>

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 TM REC
 20/1



9.5 Specific goals as per Department of Correctional Services policy will be awarded as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)
Women	3	7
Youth	3	6
Black	2	5
People living with disabilities	2	2

9.6 The following documentary proof must be submitted to claim for specific goals:

- 9.6.1 Women: Signed affidavit (signed off by SAPS) confirming 51% or more woman ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.
- 9.6.2 Disability: Medical certificate signed by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% or more directorship for disabled person
- 9.6.3 Black: Signed affidavit (signed off by SAPS) confirming 51% or more ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.
- 9.6.4 Youth: Affidavit (Signed off by SAPS) confirming 51% or more ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.

Note: For a bidder to qualify for preference points, ownership of 51% or more per procurement goal/historically disadvantaged individual must be obtained.

- 9.6.5 **The date of certification should not be older than six (6) months.**
- 9.6.6 The points scored by a bidder in respect of specific goals will be added to the points scored for price.
- 9.6.7 The points scored will be rounded off to the nearest 2 decimals.

Handwritten signatures and initials: TM, MLE, and a large signature.



9.6.8 Bidders are required to complete the preference claim form (sbd 6.1) and submit all mentioned supporting documents as documentary proof in **paragraph 9.6** to claim points. Preference points will be allocated to bidders who completed SBD 6.1 form and who substantiated their claim with the mentioned documentary proof?

9.6.9 Failure on the part of the bidder to comply with **paragraph 9.6** above will be deemed that preference points contribution are not claimed and will therefore be allocated zero (0).

10 Late Bids

10.1 Bids received after the closing date and time, at the address indicated in the bid Document, will not be accepted for consideration and where possible, be returned Unopened to the bidder.

11 Vendor Assessment (Capability and Financial Ability)

11.1 The Department will have the right to confirm the ability of bidders to execute this contract successfully. This includes an investigation by the Department or its appointee of the following:

- a) The bidder's financial position to execute the contract,
- b) Previous contracts executed and current contracts,
- c) Delivery of cleaning services in past

11.2 Please provide contactable details of current and previous clients for rendering of Cleaning Services or similar. Reference letters from client's on letter head/ orders / contracts.

11.3 The premises /site of current clients should be open or accessible at all reasonable hour for inspection by a representative of the Department and/or its approved Institution.

11.4 **Should the contractor not corporate in any of these matters and /or do not have the Capability to execute the contract his/her offer will be regarded as not acceptable.**

12 Negotiations

12.1 The Department reserves the right to negotiate with bidders prior to the award of the bid.

Handwritten signatures and initials:
TMD MRE
S. ETV
[Signature]



EXECUTION PLAN

TO BE COMPLETED BY BIDDERS

NB: MUST BE COMPLETED BY ALL BIDDERS. FAILURE TO COMPLY SHALL INVALIDATE THE BID. BIDS WILL BE EVALUATED PARTLY BY AWARDING POINTS IN RESPECT OF THE UNDERMENTIONED CRITERIA.

ALL THE INFORMATION REQUESTED ON THIS DOCUMENT HAS REFERENCE TO THE SERVICE INDICATED ON THE BD 3.10 FORM.

- 1.1 **Project Manager available** * Yes / No and indicated the number
 - 1.1.1 Full time manager
 - 1.1.2 Part time manager
- 1.2 **Supervisor/s** * Yes / No and indicated the number
 - 1.2.1 Full time (offered for this particular service)
 - 1.2.2 Part time (offered for this particular service)
 - 1.2.3 Cleaner but also applied as supervisor
- 1.3 **Number of workers offered for the rendering of this service.**
 - 1.3.1 Full time workers
 - 1.3.2 Part time workers
- 1.4 **Training of workers**
 Indicate what training is given as well as where and when training were / will be given:
 - 1.4.1 Standard training courses (Proof must be submitted together with the tender)
 - 1.4.2 On duty training
 - 1.4.3 Any other training

*** Delete whichever is not applicable.**

Handwritten signatures and initials: TM, MCL, and a large signature.



1.5 Equipment / Material

1.5.1 Indicate what equipment is to be used and the number /quantity:

.....

1.5.2 Indicate what material is to be used and the number /quantity :

.....

1.6 Trade / Work Plan

1.6.1 Did you submit a detailed trade/work plan *** Yes / No**

1.7 Experience

Indicate how many years' experience in the cleaning business

1.8 Cleaning Industry

Are you a member of a contract cleaning association *** Yes / No**

1.8.1 Submit proof

1.9 Insurance

1.9.1 (i) Are you registered in terms of Section 28 of the Unemployment Insurance Act, 1966? *** Yes / No**
 If yes, include copy of registration.

Is proof of registration with UIF attached? * Yes / No

TMH
SM
RL



(ii) Are you registered in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 1993?

* Yes / No

If yes, include Certificate of Compliance.

Is Certificate of Compliance attached?

* Yes / No

(iii) Do you have Public Liability Insurance of at least R2 million. Submit proof.

* Yes / No

If yes, indicate name of Insurance Company and policy number

.....

* Delete whichever is not applicable.

1.10 Prices

Are bid prices firm for the duration of the contract

* Yes / No

If no: Only price adjustments in accordance with the escalation formula will be considered by the Department if prices are not firm.

1.11 Did you complete all the necessary Bid forms and/or annexures?

* Yes / No

1.12 References

Full details of references, if available, must be submitted

* Yes / No

1.13 Site Inspection

Did you attend the site inspection meeting?

* Yes / No

Is the signed Site Inspection Certificate (BD 6.1) submitted?

* Yes / No

2. Price Structure

2.1 Wages

Compliance with labour legislation

Bidders must be registered with the Unemployment Insurance Fund and the Compensation Fund. Bidders must also comply with any applicable wage order/ determination or

Handwritten signatures and initials:
T.M. Nel
S.H.
G.



agreement, in terms of the Labour Relations Act or Wage Act.

Please note: The latest Government Gazette for Cleaning Services Trade, published during time of Bidding : Area A is applicable and binding.

Remuneration

Is your industry regulated by a wage order/determination or agreement in terms of the Labour Relations Act?

*** Yes / No**

If so, what is the minimum wage you pay to unskilled workers in your company?

.....

*** Delete whichever is not applicable.**

2.1.1	Basic salary cleaner	R
	Overtime x 1/3	R
	Overtime x 1/2	R
	Overtime double	R
	Leave pay	R
	Sick Leave	R
	UIF	R
	Public Holiday	R
	Levy	R
	Workman Compensation	R
	Any other allowance(s)	R
	Total monthly cost per cleaner	R
2.1.2	Transport	R
2.1.3	Cleaning materials	R
2.4	Overheads (including profit)	R
	Total bid price	R ...../month

Handwritten signatures and initials:
 THW
 OR
 ML
 [Signature]



* Delete whichever is not applicable.

The content of these Special Conditions have been noted and accepted.

Name and Signature of the Bidder: _____.

THW MRL
for SHL 



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation (NIP) Programme
34. Prohibition of Restrictive Practices



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.



- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.



1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the



- purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract



requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.



- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and



materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.



21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may



terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding ten (10) years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information :

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central data base of suppliers or persons prohibited from doing business



with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities, Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury Website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.



- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such



posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

35. Prohibition of Restrictive Practices

34.1 In terms of Section 4(1)b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

BID NUMBER: LMN 02/2023

RENDERING OF CLEANING SERVICES AT MASADA BUILDING .

SITE INSPECTION

DEPARTMENT OF CORRECTIONAL SERVICES

COMPULSORY SITE INSPECTION:

Prospective bidders must visit the premises to determine the extent of the services required. A completed site-inspection certificate must be submitted together with the bid document.

Date: 9 APRIL 2024
Time: 10H00 -12H00
Venue: MASADA BUILDING
CNR PAUL KRUGER&PROES & JOHANNES RAMOKHOASE STR
PRETORIA
FLOOR NO: 10
ROOM NO: CONFERENCE

NB: ALL BIDDERS MUST COME WITH COMPLETED BD 6.1 FORM (SITE INSPECTION CERTIFICATE). NO TENDER DOCUMENT WILL BE ISSUED ON THIS DATE. SUPPLIERS MUST DOWN LOAD THE TENDER DOCUMENT.

Bidders are requested to report at Masada Building floor no 10: before 10H00. Enquiries regarding the site visit can be directed to Ms. Refiloe Thantsa at telephone number: (012)3062037 or Mr. Koena Mashala at telephone number: (012) 3062043

This is to certify that of (the company)
..... visited and inspected the site / premises on
the day of 20___, and is therefore familiar with the
circumstances and the scope of the services to be rendered.

.....
BIDDER

DEPARTMENTAL STAMP

.....
OFFICIAL

.....
RANK

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 PREFERENCE POINT SYSTEM

a) **The applicable preference point system for this tender is the 80/20 preference point system.**

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	7		
Youth	3	6		
Black	2	5		
People living with disabilities	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
...
.....
...

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name).....in
submitting the accompanying bid, do hereby make the following
statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

CHECKLIST : COMPILATION OF BID DOCUMENTS FOR THE CLEANING SERVICES

		Yes	No
1.	Did you take note that bids submitted per mail must be sent per registered mail (see cover letter to bid documents)?		
2.	Did you sign and fully complete the SBD 1 form?		
3.	Did you submit CSD report, it condition that TAX matters of Bidders must be in order. Special conditions par 8.2.1. Bidders must provide CSD number and TCS Pin as per attached SBD 1.		
4	Did you take note of the content and requirements of the approved specification for cleaning services to be rendered .		
4.1	Did you attend the compulsory site visit and attached completed and stamped site visit certificate BD 6.1 as per Special Condition par 8.3		
4.2	Do you comply with the minimum wage legislation as per Special Conditions par 2.1 of Execution Plan , Annexure A”		
5.	Did you take note of the content of BD 3.10 pricing schedule? Did you fully complete the pricing schedule ?		
6.	Is the SBD 4 (Declaration of interest) completed and signed as required?		
7.	Is the SBD 6.1-form completed (points claimed) and signed and has documentary proof of points for specific goals claimed provided? As per special conditions BD 4.8, paragraph 9.5 and 9.6		
8.	If points are claimed on the SBD 6.1-form (Promotion of Small Businesses), 6.1 been completed?		
9.	Take note of the closing date and time of the bid?		
10	Take note that no late bids will be considered after closing date and time!		
11.	Did you take note of all Special conditions of the contract BD 4.8 for compliance with requirements and General Conditions of contract. acknowledge and sign them		
11.1	Did you fully complete the Execution Plan, Annexure A” of the Special Condition, BD 4.8 page 22? Failure to comply will invalidate your Bid.		
11.2	Did you attached all supporting documentation where its requirement for the suppliers for example submit trade and work plan and plan of action for the contract? Or member of Cleaning Association, NCCA did you attached proof or references etc.?		
12.	Services / Items quoted on must be in accordance to the approved specification and requirements of the Bid		